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DCR MORTGAGE 1, LLC

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

DCR MORTGAGE 1, LLC, a Delaware  
Limited Liability Company,

Plaintiff,

vs.

GARY L. SYLVER, an individual, and DOES  
1-10, inclusive,

Defendants.

Case No.: 2:16-CV-01787 GMN  
Assigned to: Hon. Gloria M. Navarro

**REVISED JOINT CASE**  
**MANAGEMENT REPORT**

**SUBMITTED IN COMPLIANCE WITH**  
**LR 26-1(b)**

**REVISED JOINT CASE MANAGEMENT REPORT SUBMITTED IN COMPLIANCE  
WITH LR 26-1(e)**

Plaintiff DCR Mortgage 1, LLC ("Plaintiff"), appearing through its attorney of record, and Defendant Gary L. Sylver ("Defendant"), appearing individually, met and conferred pursuant to Fed. R. Civ. P. 26(f) and Local Rule 26-1(d) on October 7, 2016. The parties hereby submit the following Stipulated Discovery Plan and Scheduling Order for discovery on the claims asserted in Plaintiff's Complaint.

**1. Nature of the Case.**

As set forth in more detail in the Complaint, Defendant acted as Guarantor of a loan issued by Allied Mortgage & Financial Corporation (Defendant is a successor in interest to Allied Mortgage). The loan has fallen into default on several occasions and remains in default to this day. A deficit balance of \$1,531,823.87 remains unpaid. Plaintiff therefore brought one cause of action against Defendant for Breach of Written Guaranty. Plaintiff seeks compensatory damages in the amount of \$1,531,823.27.

Defendant contends that, at the time he signed the Loan, he believed he would have the funds to pay the loan on schedule; however, the funds became unavailable after the loan was signed. Defendant further wishes the court to know that his failure to pay was not intentional; his business dealings were complicated by, most recently, Britain's exit from the United Kingdom.

**2. Principal Factual and Legal Disputes**

Defendant filed his Answer on August 22, 2016. The Answer admits that the loan was issued and guaranteed by Defendant but denies all other allegations of the Complaint. The primary issue to be resolved is whether Defendant failed to honor his obligations pursuant to the Guaranty. Defendant has already admitted to counsel that he is unable to pay the loan and has not paid it.

The law surrounding breach of written guaranty is simple and straightforward: a guaranty is a binding contract, and failure to perform the terms of a contract constitutes a breach.



3. **Rule 26(a) Disclosures:** Plaintiff served its initial disclosures required by Rule 26(a)(1) on October 14, 2016. Defendant served his initial disclosures on October 18, 2016.

4. **Scheduling Matters**

a. **Discovery cut-off date:** The discovery cut-off date shall be completed no later than Friday, February 17, 2017.

b. **Amending the Pleadings and Adding Parties:** While the parties do not anticipate any amendments or additional parties, the last date to file motions to amend the pleadings or add parties is Friday, November 18, 2016.

c. **Expert Disclosures:** Initial disclosures of expert witnesses are due sixty days before the discovery cut-off date or Monday, December 19, 2016.

d. **Disclosure of Rebuttal Experts:** All rebuttal experts must be disclosed thirty days after the initial disclosures of experts or by Wednesday, January 18, 2017.

e. **Dispositive Motions:** All dispositive motions must be filed within thirty days after the discovery cut-off date or by Monday, March 20, 2017.

f. **Pretrial Order:** The joint pretrial order is due thirty days after the dispositive motion deadline, which is Wednesday, April 19, 2017, or thirty days after the decision on dispositive motions, whichever is later.

g. **Interim Status Report:** The joint interim status report is due by Monday, December 19, 2016.

5. **Orders that the Court Should Issue**

There are no orders that the Court should issue under Fed. R. Civ. P. 26(c), Fed. R. Civ. P. 26(b), or Fed. R. Civ. P. 16(c) at this time.

6. **Dispositive Motions:** Plaintiff has already prepared a Motion for Summary Judgment and plans to file it within the next two weeks. Defendant does not intend to draft any dispositive motions at this time.

7. **ADR:** The Parties were unable to agree to settlement terms during their initial conference; however, the Parties are committed to making a good-faith effort to settle this

1 matter prior to trial. Plaintiff agrees to private mediation to be held no less than thirty (30) days  
2 prior to trial.

3 8. **Trial**

4 a. The parties have waived their right to a jury pursuant to section 5.15 of  
5 the original loan agreement. Therefore, the parties will not seek a jury trial.

6 b. Plaintiff requests that a date for Trial be set after the hearing on Plaintiff's  
7 MSJ.

8 c. The parties estimate that trial will be completed in one half (1/2) day.  
9

10 Respectfully Submitted,

11 DATED: October 24, 2016

**MICHELMAN & ROBINSON, LLP**

13 By: /s/ Edward D. Vaisbort

14 EDWARD D. VAISBORT  
15 Attorney for Plaintiff,  
DCR MORTGAGE 1, LLC

16 DATED: October 24, 2016

**DICKINSON WRIGHT, LLP**

18 By: /s/ John P. Desmond

19 JOHN P. DESMOND  
20 Attorney for Plaintiff,  
DCR MORTGAGE 1, LLC

21 DATED: October 24, 2016

**GARY L. SYLVER**

23 By: [See Attached]

24 GARY L. SYLVER  
25  
26  
27  
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**MICHELMAN & ROBINSON, LLP**

13 By:

14 EDWARD D. VAISBORT  
15 Attorney for Plaintiff,  
16 DCR MORTGAGE 1, LLC

17 DATED: October \_\_, 2016

**DICKINSON WRIGHT, LLP**

18 By:

19 JOHN P. DESMOND  
20 Attorney for Plaintiff,  
21 DCR MORTGAGE 1, LLC

22 DATED: October 24, 2016

**GARY L. SYLVER**

24 By:

25 Gary Sylver  
26 GARY L. SYLVER

27 IT IS SO ORDERED.

28 Dated: October 24, 2016

  
United States Magistrate Judge